State of Delaware

FOR COMPOSTING

Request for Proposal Contract No. GSS11596-FOODYARD_COMPOST

QUESTIONS & ANSWERS

NOVEMBER 19, 2010

Question	Section	Question and Answer	
# 1	Intro	Is compostable tableware (cups, plates, utensils) included in the definition of food waste? Yes	
#2	Format for Proposal	Does a company have to bid each and every item (Container size, frequency, and/or County) in the RFP? No	
#3	Definitions 14	Most favored Customer – To what extent does this condition apply? The collection of food waste from a prison is costlier than collection from a restaurant or other type of facility where the security requirements are not as stringent. This condition should only apply to similar facilities with the same collection requirements as in the state contract. The State of Delaware will seek the best possible price for this contract. However, vendors may take minor exception to any specification on Attachment 3.	
#4	Definitions 19	Is a \$100,000 performance bond required for a partial award of the contract? If only 1 county is awarded to a company, they should provide a prorated bond based on the number of mandatory facilities contained in the contract? Due to no historical data this remain undetermined, however it may be potentially be broken down by county.	
#5	General	This doesn't seem applicable. What should be included in	

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	Provisions 26	this report? Should Compostable liners, toters, truck maintenance items, fuel employee uniforms, etc be included?		
		Please see Attachment 8 and 9 for what is to be included in the required reports.		
#6	General	Why should we have to submit payroll data in order to be		
	Provisions 29	paid when the contract price per toter is inclusive of all costs?		
		The provision for payroll data is stricken from the contract.		
#7	General Provisions 60	If the state chooses to switch pickups to a weekend or after hours, does this section of the RFP mean that there can be no upcharge of the unit cost, but the facility would still pay the per unit cost based on the frequency of collection? Yes		
#8	General Provisions 62	Full food waste loads tipped at the compost facility will only be partially from the state contract. Will a scale ticket for the full load work as proof of recovery as defined in the RFP? Yes		
#9	Appendix A	Why must a vacuum pump truck be used to remove food waste? These trucks won't be able to suck up compostable bag liners. It will also be much harder, if not impossible, to maintain accurate weights per facility with a vacuum pump truck when compared to other types of collection vehicles. There are many less costly water tight truck options that will work for food waste collection. Can another type of truck that is made to collect food waste (and not compact the material) be used? Other means of collection may be used as long as they are water tight and are suitable for food waste.		
#10		Could you provide the addresses of the service locations so a potential route can be established and costs calculated? This contract will be issued to cover the Food and Yard Waste Removal for Composting requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company. Below is a list of anticipated collections sites, additional sites may be added at any time during the contract term.		
#11		In the interest of an apples to apples comparison on cost, there should be either a maximum tonnage set for the roll off containers or pricing should be established as a monthly price for the container plus disposal. We would recommend a limit of 3 tons per haul to ensure everyone is bidding on the same thing. There is no way that State Agencies will be able to		
		ensure that maximum tonnage has not been exceeded for containers, therefore the State cannot limit to 3 tons		

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	per haul. The State also will not entertain a disposal fee, the bid was designed as "all-inclusive".
#12	Also, it is unclear how the product liability requirement set forth on page 26 Section 20. "Mandatory Insurance Requirements" applies to this service contract. Product liability would apply to the manufacturer to compensate for injury caused by defective merchandise that was provided for sale. Could you please clarify how this applies to a service contract and if it is required?
	This is standard RFP language, vendors may take minor exceptions to any specification on attachment 3, however you must provide some kind of insurance that will need to be approved by the Insurance Commissioner.
#13	Finally, in Appendix A section 5. "Service To Be Provided" it states that "The contractor shall use a sealed water tight vacuum pump truck to remove the food waste." This type of truck is designed to handle liquids and would not be able to accept other organic material such as branches or pallets. There are trucks designed specifically for organic material collection. This statement should be changed to allow for leak-proof collection vehicles.
	Other means of collection may be used as long as they are water tight and are suitable for food waste.

Collection Sites:

Howard R. Young Institution 1301 East 12 th Street Wilmington, DE 19802	Plummer Center 38 Todd's Lane Wilmington, DE 19802	Webb Correctional Facility Greenbank Road Wilmington, DE 19805
Baylor Women's Correctional Institute 660 Baylor Blvd. New Castle, DE 19720	New Castle Women's Treatment Center 660 Baylor Road New Castle, DE 19720	Sussex Correctional Institution Sussex Violation of Parole Sussex Work Release Center Rt 113 Georgetown, DE 19947
Morris Community Correctional Center 300 Water Street Dover, DE 19901	James T. Vaughn Correctional Center Smyrna Landing Road Smyrna, DE 19977 Central Violation of Probation	Herman Holloway Campus 1901 N. DuPont Hwy New Castle, DE 19720
Emily P. Bissell Hospital	Governor Bacon Health	Delaware Hospital for

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3000 Newport Gap Pike Wilmington, DE 19808	Care Center Route 9 – Engineer Road Delaware City, DE 19706	the Chronically III 100 Sunnyside Road Smyrna, DE 19977
Stockley Center 26351 Patriots Way Georgetown, DE 19947	Delaware Veterans Home 100 Delaware Veterans Drive Milford, DE 19963	Alfred G. Waters Middle School 1235 Cedar Lane Road Middletown, DE 19709
Appoquinimink Early Childhood Center 502 S Broad Street Middletown, DE 19709	Appoquinimink High School 1080 Bunker Hill Road Middletown, DE 19709	Brick Mill Elementary 378 Brick Mill Road Middletown, DE 19709
Bunker Hill Elementary 1070 Bunker Hill Road Middletown, DE 19709	Cedar Lane Early Childhood Center 1221 Cedar Lane Rd Middletown, DE 19709	Cedar Lane Elementary School 1259 Cedar Lane Road Middletown, DE 19709
Everett Meredith Middle School 504 S Broad Street Middletown, DE 19709	Olive B. Loss Elementary School 200 Brennan Blvd Bear, DE 19701	Middletown High School 120 Silver Lake Road Middletown, DE 19709
Redding Middle School 201 New Street Middletown, DE 19709	Silver Lake Middle School 200 E Cochran Street Middletown, DE 19709	Townsend Early Childhood Center 10 Brook Ramble Lane Townsend, DE 19734
Townsend Elementary School Main Street PO Box 468 Townsend, DE 19734		